

NATIONAL TRAILS SYSTEM ACT
TRAIL SYSTEM AND CONSERVATION RESTRICTION

THIS EASEMENT DEED, dated this 16th day of November, 1994, between TRUSTEES OF DARTMOUTH COLLEGE, a New Hampshire Corporation, of HANOVER, NEW HAMPSHIRE 03755, hereinafter called "GRANTOR," and the UNITED STATES OF AMERICA, Washington, D.C., hereinafter called "GRANTEE."

WITNESSETH:

WHEREAS, The GRANTOR is the owner of a certain tract or parcel of land situated in the Town of Benton, Grafton County, State of New Hampshire; and,

WHEREAS, The "National Trails System Act, "P.L. 90-543, 82 Stat. 919, as amended, authorizes the heads of Federal agencies to acquire lands or interests in lands within the exterior boundaries of areas under their administration that are included in the right of way selected for a national recreation or scenic trail; and,

WHEREAS, A portion of above-mentioned land of the GRANTOR, is included in the right of way which has been selected for the Appalachian Trail, which is a national scenic trail, and it also lies within the exterior boundaries of the White Mountain National Forest, as administered by the Forest Service, United States Department of Agriculture; and,

WHEREAS, it is the intention of the GRANTOR to convey interests in land in the form of a trail easement and conservation restriction to the United States of America, pursuant to the provisions of Section 7 (d) of P.L. 90-543, as amended, all requisites of said Act having been met.

NOW, THEREFORE, In consideration of SIXTY THOUSAND DOLLARS, (\$60,000.00), the receipt of which is hereby acknowledged, the pursuant to the provisions of the National Trails System Act, as amended, the GRANTOR does hereby grant to the United States of America and its assigns, forever, a perpetual easement for a trail, known as the Appalachian Trail, as well as a conservation restriction. The trail easement is located as described by Exhibit A, which is attached hereto and made a part hereof. The trail easement location is also depicted upon the plat, dated August 20, 1994, and recorded in the Grafton County Registry of Deeds as Plan No. 8108. The area subject to the conservation restriction, the terms of which are set forth below, is the land described by Exhibit B, attached hereto and made a part hereof.

STATE OF NEW HAMPSHIRE			
DEPARTMENT OF REVENUE ADMINISTRATION		REAL ESTATE TRANSFER TAX	
**** THOUSAND		3	HUNDRED AND 00 DOLLARS
MO.	DAY	YR.	AMOUNT
11	16	1994	\$ 159440
			\$ ****300.00
VOID IF ALTERED			

Consideration, Acreage Descriptions checked
Re: Exception, Easement checked

017010

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The acquiring agency is the Forest Service, United States Department of Agriculture.

SUBJECT TO easements for established or existing roads, highways, railroads, pipelines, and utilities.

GRANTOR does hereby covenant and agree for itself, its successors, and assigns, that at the time of the delivery of this instrument, it is lawfully seized in fee simple of the land described by EXHIBIT A and EXHIBIT B, that the land described by EXHIBIT A and EXHIBIT B is free from all incumbrances except as herein stated, that it has good right to sell and convey this trail easement and conservation restriction to the GRANTEE, and its assigns, and that it shall warrant and defend this trail easement and conservation restriction against the lawful claims and demands of all persons.

GRANTOR also does hereby covenant and agree for itself, its successors, and assigns, that it, as well as their employees, agents, lessees, or independent contractors, shall use and that the GRANTEE, and its assigns, may use the trail easement and the area subject to the conservation restriction in accordance with the following provisions. With respect to the meaning of the following provisions, the restrictions and obligations placed upon the "GRANTOR" shall apply in the same way to its successors and assigns, as well as the employees, agents, independent contractors, or lessees of the GRANTOR, its successors and assigns. Similarly, the rights of the "GRANTEE" shall apply in the same way to the GRANTEE'S assigns, or any other person or entity to which the GRANTEE has delegated authority.

USE BY GRANTEE:

The GRANTEE may:

A. Reconstruct, operate, use, and maintain the Appalachian Trail within the trail easement boundary.

B. Cut and clear timber and other vegetation for the purpose of reconstructing and maintaining the Appalachian Trail.

C. Authorize and administer public use of the trail easement as a pedestrian footpath in accordance with the provisions and intent of the National Trails System Act, as amended, and the rules and regulations of the Secretary of Agriculture, which have been or may be issued or adopted pursuant thereto.

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D. Use motorized vehicles on the trail easement for emergency purposes only. Use of motorized vehicles for any other purpose shall require GRANTOR'S approval.

RESTRICTIONS ON USE BY GRANTOR:

A. No timber shall be cut by the GRANTOR within the trail easement or area subject to the conservation restriction, except that the GRANTOR may:

1. Cut timber for non-commercial purposes. Such purposes are:
 - a. The enhancement of wildlife habitats;
 - b. The protection of soil and water;
 - c. The control of insects and disease; and
 - d. The establishment of an approved scenic vista. For the purposes of this provision, "approved scenic vista" means a scenic vista proposed for establishment by the GRANTOR which has been approved, in writing, by an authorized Forest Service employee.
2. Cut dead, dying or down trees within the easement area for domestic uses, such as firewood, and for other uses that are confined exclusively to the GRANTOR'S property.

B. The GRANTOR shall not construct, erect or move upon the trail easement or the area subject to the conservation restriction any building, structure, or improvement of any kind except as otherwise provided in paragraph D, below, of this section.

C. The GRANTOR shall not use motorized vehicles upon the trail easement or within the area subject to the conservation restriction, except when such use is necessary to carry out activities allowed by Paragraph A of this section or in the case of an emergency, such as to prevent or mitigate personal injury or property damage.

D. The GRANTOR shall not construct, erect or place upon the trail easement or within the area subject to the conservation restriction any sign, billboard, outdoor advertising structure, or advertising or informational apparatus of any kind, except that trail and safety informational signs may be so placed on the

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trail easement and on the area subject to the conservation restriction. Also, the GRANTOR shall have the right to place boundary or other signs indicating the location of private property on the area subject to the conservation restriction.

E. The GRANTOR shall not store, dispose of, release, or place upon the trail easement or the area subject to the conservation restriction any liquid, solid or hazardous waste, hazardous substance, trash, garbage, sewage, sawdust, ashes, any discarded object or material, or anything that is unsightly or offensive.

F. The GRANTOR shall not cause the disturbance of the land surface or change, in any way, the topography of the land located within the trail easement and the area subject to the conservation restriction.

G. The GRANTOR may prohibit use by the public of those portions of the area subject to the conservation restriction which are located outside of the trail easement and may erect signs indicating such a prohibition, provided the GRANTOR complies with the provisions set forth in Paragraph D of this section. Notwithstanding this provision, the GRANTOR shall not restrict in any way the public's use of the trail easement as a pedestrian footpath in accordance with the provisions and intent of the National Trails System Act as amended and the Rules and Regulations of the Secretary of Agriculture which have been or may be issued or adopted pursuant thereto.

The trail easement, conservation restriction and provisions associated therewith are granted for the benefit of the GRANTEE, and its land, and it is the intention of the parties to this instrument that the rights granted herein be considered appurtenant to the GRANTEE'S land.

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TRUSTEES OF DARTMOUTH COLLEGE

Director of Real Estate
Title

Title: _____

Judith L. Sellinger
Notary Public
JUDITH L. SELLINGER

This instrument was drafted by John M. Vandlik, Attorney, Office of the General Counsel, United States Department of Agriculture, Milwaukee, Wisconsin.



Dartmouth College
REAL ESTATE OFFICE

14 South Main Street, Suite 2C
Hanover, New Hampshire 03755-2015
(603) 646-2446 Fax: 646-3322

Transaction Memo

TO: Earl Jette, David Hooke, Lise Carter, Sean Gorman, Ron Hiser,
Gail Seaver, and Hans Copeland

DATE: November 16, 1994

FROM: Paul Olsen

RE: 11/16/94 Sale of Conservation/Trail Easement at Mt.
Moosilauke

INTEREST SOLD: Conservation easement on 369 acres at the summit of Mt.
Moosilauke, extending along the Forest Service border more or
less from South Peak through the summit to Mt. Blue and
over to Mt. Jim in a corridor 1000 feet +/- wide. Dartmouth
will continue to own the underlying fee interest.

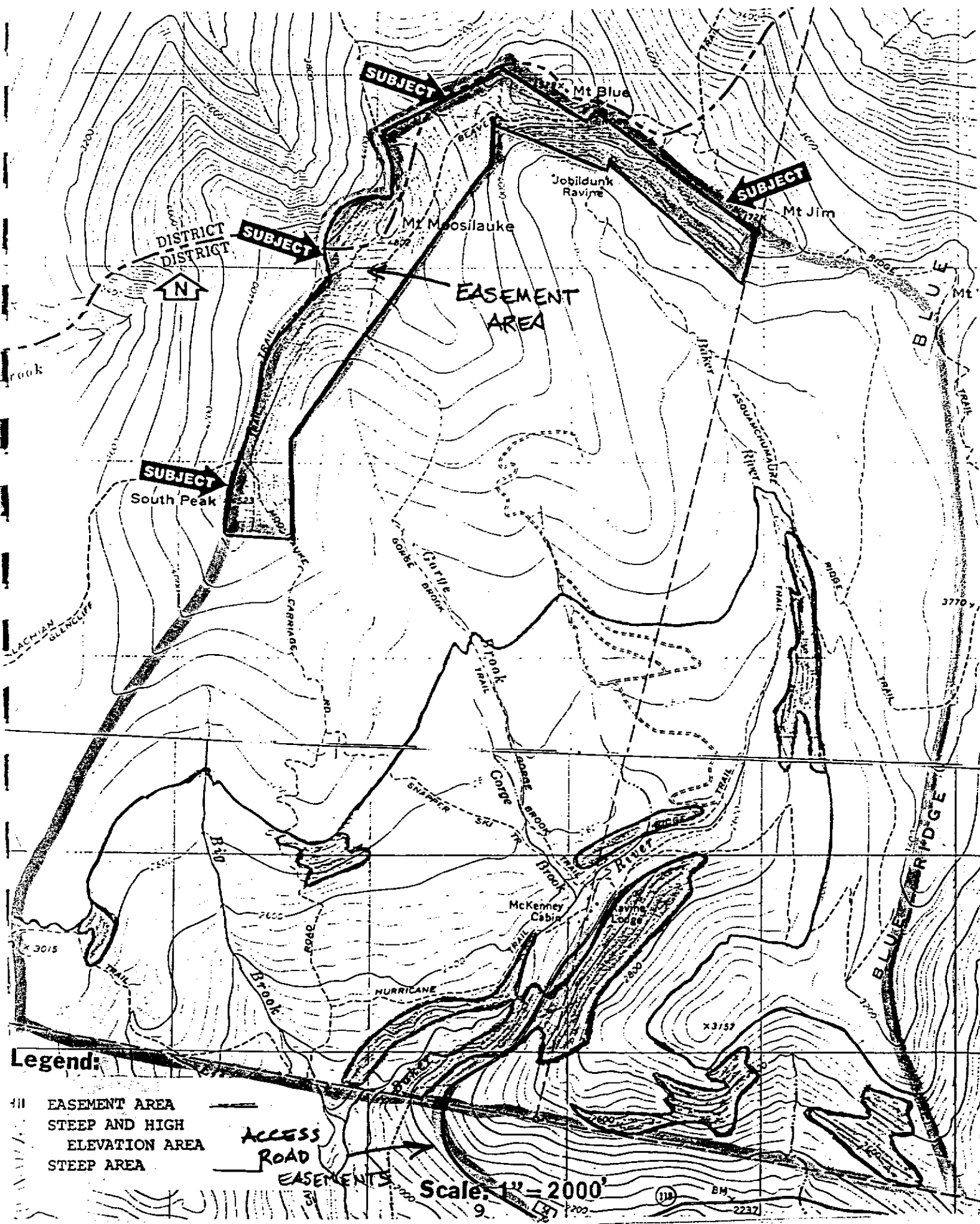
SOLD TO: United States of America (Forest Service as agent) on 11/16/94
for \$60,000.00.

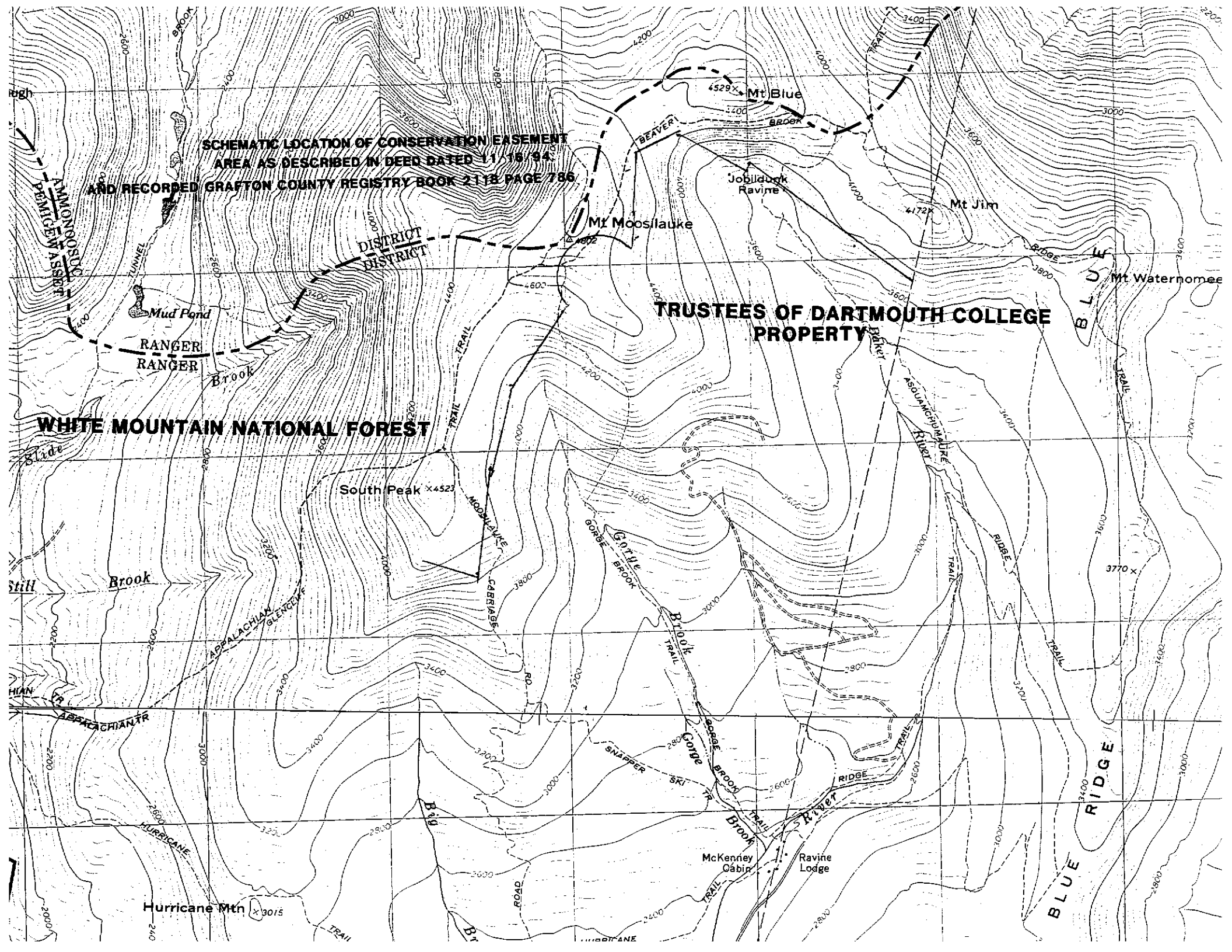
ACCOUNT #: Proceeds will be deposited into the "Moosilauke Ravine"
endowment account #0-27293 which was created to support
Moosilauke land expenses.

OTHER INFO: Easement recorded at Book 2118, Page 789. The College will be
reimbursed for \$300 of transfer taxes paid at closing out of
account #381150.

ATTACHMENTS: Copies of the easement and surveys are being forwarded to Earl
Jette and David Hooke.

Subject Real Estate





SCHEMATIC LOCATION OF CONSERVATION EASEMENT
AREA AS DESCRIBED IN DEED DATED 11/16/94
AND RECORDED GRAFTON COUNTY REGISTRY BOOK 2118 PAGE 786

DISTRICT
DISTRICT

TRUSTEES OF DARTMOUTH COLLEGE
PROPERTY

WHITE MOUNTAIN NATIONAL FOREST

Hurricane Mtn x3015

ELWIN E. MACOMBER
REGISTERED SURVEYOR - MAINE, NEW HAMPSHIRE, VERMONT
MEMBER - NEW HAMPSHIRE SURVEYORS ASSOCIATION
AMERICAN CONGRESS ON SURVEYING AND MAPPING

DESCRIPTION OF THE BOUNDARY
OF THE
APPALACHIAN TRAIL EASEMENT ACROSS LAND OF
TRUSTEES OF DARTMOUTH COLLEGE
U.S.F.S. TRACT # 1044
TOWN OF BENTON, GRAFTON COUNTY, NEW HAMPSHIRE

All bearings in this description are referenced to the True North Meridian
and all distances are expressed in feet.

The following described easement is located along the height of land extending
from corner 61 T 29A along the center line of the Appalachian Trail to corner
72 T 29A, said corner being on the Carriage Road near the junction of the
Glenclyff Trail with the Carriage Road. The trail easement is approximately
15,666 feet in length, 12 feet in width, 6 feet on each side of the center
line.

Beginning at a point in the center line of the Appalachian Trail S 68°-21'-45" W,
32.42' from corner 61 Tract 29A, a pile of stones in the Benton-Woodstock
Town, said corner located on the northeasterly side of the Appalachian
Trail.

Thence along the center line of the Appalachian Trail the following courses
and distances:

1. N 59° 29'.30" W, 179.07' to a point.
2. N 46° 37'.20" W, 108.91' to a point.
3. N 26° 26'.30" W, 45.04' to a point.
4. N 19° 42'.45" W, 111.49' to a point.
5. N 21° 41'.40" W, 84.59' to a point.
6. N 9° 25'.45" W, 37.41' to a point.
7. N 39° 20'.25" W, 164.33' to a point.
8. N 64° 24'.40" W, 120.03' to a point.
9. S 85° 36'.20" W, 94.23' to a point.
10. S 87° 22'.20" W, 48.51' to a point.
11. N 75° 17'.30" W, 92.51' to a point.
12. N 25° 35'.15" W, 118.64', said point being the junction of Beaver Brook
and the Ridge Trail.
13. S 88° 39'.25" W, 51.24' to a point.
14. N 70° 57'.30" W, 166.60' to a point.
15. N 30° 33'.20" W, 54.61' to a point.
16. N 49° 02'.50" W, 151.39' to a point.
17. N 62° 23'.50" W, 53.07' to a point.
18. N 56° 02'.45" W, 142.66' to a point.
19. N 33° 55'.40" W, 50.44' to a point.
20. N 46° 14'.35" W, 78.98' to a point.
21. N 68° 26'.25" W, 72.06' to a point.
22. N 77° 13'.55" W, 59.57' to a point.
23. N 47° 50'.05" W, 86.36' to a point.
24. N 57° 14'.20" W, 57.61' to a point.
25. N 52° 22'.45" W, 126.58' to a point.

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EXHIBIT

ELWIN E. MACOMBER
REGISTERED SURVEYOR - MAINE, NEW HAMPSHIRE, VERMONT
MEMBER - NEW HAMPSHIRE SURVEYORS ASSOCIATION
AMERICAN CONGRESS ON SURVEYING AND MAPPING

26. N 37°.05'.05" W, 56.80' to a point.
27. N 52°.21'.55" W, 75.96' to a point.
28. N 48°.43'.30" W, 76.99' to a point.
29. N 22°.43'.35" W, 65.95' to a point.
30. S 65°.48'.15" W, 41.74' to a point.
31. S 53°.37'.40" W, 47.12' to a point.
32. S 70°.19'.25" W, 46.05' to a point.
33. N 84°.08'.05" W, 90.79' to a point.
34. N 89°.25'.50" W, 75.85' to a point.
35. S 89°.09'.15" W, 78.63' to a point.
36. S 70°.33'.40" W, 90.24' to a point.
37. S 86°.35'.15" W, 60.38' to a point.
38. S 64°.57'.30" W, 88.61' to a point.
39. S 72°.08'.00" W, 110.93' to a point.
40. N 83°.48'.15" W, 55.23' to a point.
41. S 66°.27'.35" W, 78.33' to a point.
42. N 81°.06'.15" W, 86.67' to a point.
43. S 89°.26'.40" W, 76.04' to a point.
44. S 62°.45'.50" W, 28.40' to a point.
45. N 87°.38'.20" W, 83.67' to a point.
46. N 77°.18'.15" W, 37.82' to a point.
47. N 63°.31'.30" W, 38.80' to a point.
48. N 78°.07'.25" W, 59.32' to a point.
49. S 85°.48'.00" W, 54.31' to a point.
50. N 89°.51'.30" W, 27.09' to a point.
51. N 87°.48'.55" W, 59.21' to a point.
52. N 58°.02'.35" W, 31.37', said point being the junction of the
Appalachian Trail with the old relocated trail.
53. N 43°.52'.25" E, 32.28' to a point.
54. N 71°.57'.15" W, 57.05' to a point.
55. N 50°.02'.15" W, 100.87' to a point.
56. N 34°.43'.35" W, 73.60' to a point.
57. N 47°.39'.40" W, 46.79' to a point.
58. N 36°.39'.30" W, 167.81' to a point.
59. N 65°.41'.40" W, 75.04' to a point.
60. N 80°.06'.35" W, 39.34' to a point.
61. N 27°.56'.55" W, 50.88' to a point.
62. N 38°.31'.35" W, 38.02' to a point.
63. N 3°.52'.20" W, 81.29' to a point.
64. N 12°.43'.00" E, 62.53' to a point.
65. N 5°.15'.40" W, 103.72' to a point.
66. N 23°.22'.25" E, 59.86' to a point.
67. N 13°.27'.55" W, 117.62' to a point.
68. N 18°.38'.25" E, 119.19' to a point.
69. N 25°.12'.30" W, 125.89' to a point.
70. N 38°.38'.25" W, 42.17' to a point.

BK2118 PG0795

ELWIN E. MACOMBER
REGISTERED SURVEYOR - MAINE, NEW HAMPSHIRE, VERMONT
MEMBER - NEW HAMPSHIRE SURVEYORS ASSOCIATION
AMERICAN CONGRESS ON SURVEYING AND MAPPING

71. S 57° 29' .35" W, 63.00' to a point.
72. S 19° 00' .40" W, 114.79' to a point.
73. S 82° 49' .45" W, 35.42' to a point.
74. S 31° 31' .25" W, 25.59' to a point.
75. S 00° 59' .10" W, 45.47' to a point.
76. S 77° 17' .15" W, 65.85' to a point.
77. S 20° 14' .55" W, 58.26' to a point.
78. S 19° 08' .45" W, 61.26' to a point.
79. S 32° 43' .30" W, 60.24' to a point.
80. S 60° 26' .20" W, 43.30' to a point.
81. S 24° 46' .10" W, 72.49' to a point.
82. S 84° 38' .50" W, 47.63' to a point.
83. S 46° 55' .20" W, 114.13' to a point.
84. N 78° 01' .40" W, 35.89' to a point.
85. N 53° 30' .05" W, 89.41' to a point.
86. N 23° 26' .10" W, 67.36' to a point.
87. N 62° 43' .30" W, 70.15' to a point.
88. S 86° 28' .40" W, 57.99' to a point.
89. S 38° 19' .25" W, 80.78' to a point.
90. S 67° 13' .40" W, 84.45' to a point.
91. S 41° 22' .15" W, 108.45' to a point.
92. S 65° 44' .00" W, 85.19' to a point.
93. S 17° 16' .20" W, 53.27' to a point.
94. S 66° 18' .50" W, 70.83' to a point.
95. S 74° 58' .55" W, 69.25' to a point.
96. S 62° 44' .40" W, 63.70' to a point.
97. S 61° 00' .00" W, 35.40' to a point.
98. S 75° 02' .00" W, 61.69' to a point.
99. S 29° 33' .30" W, 77.97' to a point.
100. S 50° 29' .00" W, 69.03' to a point.
101. S 33° 08' .20" W, 74.03' to a point.
102. S 48° 44' .45" W, 62.12' to a point.
103. S 30° 12' .10" W, 45.20' to a point.
104. S 54° 38' .40" W, 30.61' to a point.
105. S 79° 40' .40" W, 100.24' to a point.
106. S 28° 17' .50" W, 47.99' to a point.
107. S 65° 03' .50" W, 79.94' to a point.
108. S 25° 45' .55" W, 79.60' to a point.
109. S 53° 30' .10" W, 60.89' to a point.
110. S 51° 05' .55" W, 96.37' to a point.
111. S 31° 11' .55" W, 141.97' to a point.
112. S 57° 12' .05" W, 77.09' to a point.
113. S 84° 32' .40" W, 50.20' to a point.
114. S 58° 53' .40" W, 86.31', said point being the junction of the
Appalachian Trail with the Benton Trail.
115. S 28° 11' .55" E, 55.74' to a point.
116. S 29° 26' .20" E, 55.29' to a point.

BK2118 PG0796

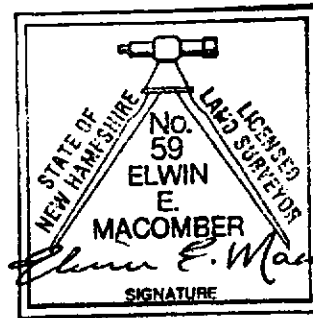
ELWIN E. MACOMBER
REGISTERED SURVEYOR - MAINE, NEW HAMPSHIRE, VERMONT
MEMBER - NEW HAMPSHIRE SURVEYORS ASSOCIATION
AMERICAN CONGRESS ON SURVEYING AND MAPPING

117. S $37^{\circ}.01'.35''$ E, 91.75' to a point.
118. S $7^{\circ}.08'.20''$ E, 56.43' to a point.
119. S $23^{\circ}.18'.15''$ E, 72.05' to a point.
120. S $11^{\circ}.20'.25''$ E, 47.71' to a point.
121. S $59^{\circ}.42'.15''$ E, 60.61' to a point.
122. S $40^{\circ}.02'.55''$ E, 30.16' to a point.
123. S $68^{\circ}.56'.00''$ E, 61.27' to a point.
124. S $10^{\circ}.33'.45''$ E, 101.81' to a point.
125. S $9^{\circ}.44'.25''$ W, 234.44' to a point.
126. S $17^{\circ}.44'.05''$ W, 345.00' to a point.
127. S $17^{\circ}.43'.50''$ W, 282.31' to a point.
128. S $21^{\circ}.53'.50''$ W, 318.44', said point being the summit of Mt. Moosilauke and the junction of the old relocated trail.
129. S $84^{\circ}.38'.00''$ W, 214.98' to a point.
130. S $40^{\circ}.01'.10''$ W, 147.67' to a point.
131. S $71^{\circ}.49'.25''$ W, 121.74' to a point.
132. S $31^{\circ}.16'.50''$ W, 136.58' to a point.
133. S $49^{\circ}.32'.30''$ W, 285.15' to a point.
134. S $52^{\circ}.22'.25''$ W, 358.75' to a point.
135. S $46^{\circ}.23'.30''$ W, 146.82' to a point.
136. S $33^{\circ}.08'.50''$ W, 233.37' to a point.
137. S $46^{\circ}.06'.10''$ W, 124.68' to a point.
138. S $35^{\circ}.38'.55''$ W, 243.80' to a point.
139. S $60^{\circ}.47'.45''$ W, 103.81' to a point.
140. S $47^{\circ}.59'.00''$ W, 153.17' to a point.
141. S $38^{\circ}.48'.00''$ W, 130.38' to a point.
142. S $20^{\circ}.07'.05''$ W, 61.05' to a point.
143. S $33^{\circ}.30'.40''$ W, 155.17' to a point.
144. S $21^{\circ}.04'.25''$ W, 99.02' to a point.
145. S $28^{\circ}.02'.00''$ W, 129.73' to a point.
146. S $20^{\circ}.07'.20''$ W, 86.22' to a point.
147. S $38^{\circ}.27'.30''$ W, 96.05' to a point.
148. S $5^{\circ}.49'.30''$ W, 182.22' to a point.
149. S $16^{\circ}.46'.40''$ W, 156.60' to a point.
150. S $4^{\circ}.56'.55''$ W, 204.01' to a point.
151. S $12^{\circ}.40'.40''$ W, 105.91' to a point.
152. S $5^{\circ}.42'.35''$ W, 113.62' to a point.
153. S $17^{\circ}.06'.45''$ W, 79.78' to a point.
154. S $9^{\circ}.43'.45''$ W, 101.62' to a point.
155. S $12^{\circ}.19'.45''$ W, 95.72' to a point.
156. S $2^{\circ}.06'.30''$ W, 43.65' to a point.
157. S $22^{\circ}.06'.40''$ W, 56.25' to a point.
158. S $14^{\circ}.39'.20''$ W, 81.47' to a point.
159. S $8^{\circ}.55'.05''$ W, 82.08' to a point.
160. S $24^{\circ}.29'.00''$ W, 162.03' to a point.
161. S $12^{\circ}.23'.05''$ W, 133.04', said point being the center line of the Carriage Road, S $76^{\circ}.27'.35''$ E, 9.12' from corner 72 T 29A., said corner being a pile of stones on the westerly side of the Carriage Road, said point being the junction of the Glenclyff Trail and center line of the old Carriage Road (Appalachian Trail).

8K2118 PG0797

ELWIN E. MACOMBER
REGISTERED SURVEYOR - MAINE, NEW HAMPSHIRE, VERMONT
MEMBER - NEW HAMPSHIRE SURVEYORS ASSOCIATION
AMERICAN CONGRESS ON SURVEYING AND MAPPING

This easement extends across land of the Trustees of Dartmouth College, the center line of which is shown on a plat prepared by Elwin E. Macomber and Darrell E. Macomber and titled, Appalachian Trail Easement Across Land of Trustees of Dartmouth College in Benton, Grafton County, N.H., dated Aug. 20, 1994 to which reference may be made for more detailed description, recorded Grafton County Registry of Deeds as Plan # 1000000.



BK2118 PG0798

DESCRIPTION OF THE BOUNDARY

OF THE

TRUSTEES OF DARTMOUTH COLLEGE (TRACT #1044)

(CONSERVATION EASEMENT ON APPALACHIAN TRAIL CORRIDOR)

A strip of land situated along the northerly boundary of Dartmouth College land in the Town of Benton, County of Grafton, State of New Hampshire and more particularly described as follows:

Beginning at a point which is corner number 20 of USA Tract 59 (E. Bertram Pike), thence N89° 25' E a distance of 1000 feet to a point a distance of 1000 feet from the USA-Dartmouth College property line; thence parallel with said USA-Dartmouth College property line in a general north and northeasterly direction on lands of Dartmouth College to a point 1000 feet distant from corner number 71 of USA Tract 29A (International Paper Company), thence parallel with a straight line connecting corners 71 and 70 of USA Tract 29A to a point 1000 feet distant from corner number 70 of USA Tract 29A, thence parallel with said USA-Dartmouth College property line at a distance of 1000 feet on lands of Dartmouth College to the intersection of the Benton-Woodstock town line, thence northeasterly along the Benton-Woodstock town line to corner number 61 of USA Tract 29A, thence northwesterly and southwesterly along said boundary of USA-Dartmouth College property line to the point of beginning, said easement containing 369.33 acres, more or less.

BR

For purposes of identification of corners, the survey of U. S. Tract #29a, International Paper Company, is on file in Grafton County Registry of Deeds Plan. # 588/159.

The survey of U. S. Tract #59, E. Bertram Pike, is on file in Grafton County Registry of Deeds Plan # 433/56.

RECEIVED
94 NOV 16 PM 2:21
GRAFTON COUNTY
REGISTRY OF DEEDS

EXHIBIT B

BK2118 PG0799

TERMINATION OF EASEMENT FOR A TERM OF YEARS

WHEREAS, in 1974, the Trustees of Dartmouth College granted to the United States, with the acquiring agency being the Forest Service, U.S. Department of Agriculture, for the sum of one dollar, an Easement For A Term Of Years dated May 30, 1974, which is recorded at Book 1221, Page 18 of the Grafton County Registry of Deeds (hereafter "Term Easement").

WHEREAS, the Term Easement granted a trail easement for the Appalachian Trail for a three year term that was automatically extended, unless either party gave notice of its termination.

WHEREAS, the Trustees of Dartmouth College and the United States of America signed a Land Purchase Option and Contract whereby the Trustees of Dartmouth College have agreed to sell to the United States a trail easement and conservation restriction for Appalachian Trail purposes.

NOW THEREFORE, for consideration paid, the Trustees of Dartmouth College and the United States of America hereby agree and intend that the Term Easement will terminate upon acquisition by the United States of America of the National Trails System Act--Trail System and Conservation Restriction of approximate even date herewith to be recorded in the Grafton Country Registry of Deeds.

IN WITNESS WHEREOF, the Trustees of Dartmouth College and the United States of America, by their respective authorized agents, have caused this instrument to be executed on the date indicated below.

TRUSTEES OF DARTMOUTH COLLEGE

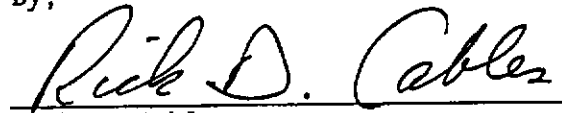
By



Paul S. Olsen
Director of Real Estate

UNITED STATES OF AMERICA

By,



Rick D. Cables
Forest Supervisor
White Mountain National Forest

Dated: November 15, 1994

Dated: Nov. 15, 1994

RECEIVED
94 NOV 16 PM 2:21
GRAFTON COUNTY
REGISTRY OF DEEDS

017009

BK2118 PG0788

AFFIDAVIT

NOW COMES Elwin E. Macomber of RR 4, Box 1825, Plymouth, Grafton County, New Hampshire 03264, and being duly sworn states as follows:

1. This Affidavit concerns certain tracts or parcels of land located in Benton, Grafton County, New Hampshire and more particularly described in the following deeds, hereinafter referred to as the "Premises":

a. Quitclaim Deed from Karl D. Scates, Receiver of Parker Young Co., dated 27 December 1933 and recorded in the Grafton County Registry of Deeds in Book 642, Page 508.

b. Quitclaim Deed from Edward K. Woodworth et al, dated 7 November 1933 and recorded in the Grafton County Registry of Deeds in Book 646, Page 477.

c. Quitclaim Deed from Franconia Paper Corp., dated 9 September 1965 and recorded in the Grafton County Registry of Deeds in Book 1025, Page 112.

2. A portion of the Premises is being conveyed by the Trustees of Dartmouth College ("Grantor") to the United States of America ("Grantee") by an Easement Deed entitled "National Trails System Act, Trail System and Conservation Restriction" ("Conservation Easement") of approximate even date herewith to be recorded in the Grafton County Registry of Deeds.

3. The Affiant is a Registered Land Surveyor in the State of New Hampshire who has performed extensive land surveying work in the area of the Premises.

4. The Affiant has reviewed and is familiar with the titles and the descriptions of the Premises and the easements affecting the Premises, as well as the titles and descriptions of all the abutting parcels of land to the Premises, to which the easements are appurtenant.

5. The Affiant has personal knowledge of the Premises, having been employed by the Franconia Paper Corporation as Chief Forester/Assistant Manager from 1960 to 1970, during which time a portion of the Dartmouth College property was in the ownership of Franconia Paper Company.

6. To the best of Affiant's knowledge and belief, the rights reserved by Parker-Young Company in its deed to the Trustees of Dartmouth College dated 27 December 1933 and recorded in the Grafton County Registry of Deeds in Book 642, Page 508 have been conveyed into and have merged with the title of the Grantor or the Grantee, by previous conveyances, and are no longer in effect.

7. To the best of the Affiant's knowledge and belief, the rights reserved by Franconia Paper Corporation in its deed to the Trustees of Dartmouth College dated 9 September 1965 and recorded in the Grafton County Registry of Deeds in Book 1025, Page 112 have been conveyed into and have merged with the title of the Grantor or the Grantee by previous conveyances, and are no longer in effect.

8. The Right of Way conveyed by the Trustees of Dartmouth College to the United States of America dated 1 August 1939 and recorded in the Grafton County Registry of Deeds in Book 683, Page 396 and the Right of Way from Parker-Young Company to the United States of America dated 1 August 1939 and recorded in said Registry in Book 683, Page 398, for a telephone line, are located along the trail leading to the Dartmouth Outing Club Ravine Camp, along the Baker River, and they do not affect the Conservation Easement.

9. The Conservation Easement lies above the 3,500 foot contour line, and would not be considered an area where commercial logging operations could occur, as no merchantable timber grows above this elevation. Therefore, there would be no need to have access to or across the Conservation Easement area for the purposes of lumbering operations.

EXECUTED this 15th day of November, 1994.

Elwin E. Macomber
Elwin E. Macomber

STATE OF New Hampshire
COUNTY OF Bellows Falls

Subscribed and sworn to, before me, this 15th day of November, 1994 by Elwin E. Macomber.

Eileen M. Woodland
Notary Public/~~Justice of the Peace~~
My Commission Expires: _____

EILEEN M. WOODLAND, Notary Public
My Commission Expires November 7, 1995

RECEIVED

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GRAFTON COUNTY
REGISTRY OF DEEDS

U.S. Department of Agriculture Forest Service LAND, WATERS, OR INTERESTS IN LAND OR WATERS PURCHASE OPTION AND CONTRACT (Reference FSM 5420)	VENDOR TRUSTEES OF DARTMOUTH COLLEGE	
Authority: Act of <u>October 2, 1968</u>	UNIT White Mountain National Forest	TRACT NO. 1044

KNOW ALL MEN BY THESE PRESENTS, THAT TRUSTEES OF DARTMOUTH COLLEGE, a New Hampshire Corporation, of HANOVER, NEW HAMPSHIRE 03755, hereinafter called the vendors, in consideration of One Dollar (\$1.00), in hand paid by the United States, the receipt of which is hereby acknowledged, and other good and valuable considerations does hereby agree with the Secretary of Agriculture of the United States, hereinafter referred to as the "Secretary," as follows:

(1) That the vendors will sell to the United States of America, under the conditions hereinafter provided, at the price of \$60,000.00, lump sum, a conservation easement, as set forth in a proposed conservation easement deed which is more particularly shown and described in Exhibit B attached hereto and made a part hereof, for a portion of that tract of land owned by said vendors situated and lying in the Town of Benton, County of Grafton, State of New Hampshire, containing 369 acres, more or less, provided that, if within 4 months from the date of this instrument, this offer is accepted in writing and notice thereof communicated to the vendors.

(2) The vendors further agree, after acceptance of the option, to execute and deliver, upon payment of the purchase price, a good and sufficient conveyance transferring to the United States of America and/or its assigns, the interests in land herein optioned. Purchase of the subject interest will be accomplished by an over-the-counter closing which shall be held not later than 90 days after the date the United States executes this Land Purchase Option and Contract. The exclusive remedy for non-compliance with this closing provision shall be that the United States or the vendors may declare this Land Purchase Option and Contract to be null and void, without incurring any liabilities or obligations arising therefrom.

(3) The vendors further agree that its use of the property identified in Paragraph 5 hereof shall be consistent with the restrictions contained in the conservation easement deed executed at closing.

(4) The vendors further agree that during the life of this instrument, officers and accredited agents of the United States shall have, at all necessary and reasonable times, the right to enter upon the land identified in paragraph 5 hereof for all National Forest System purposes. The vendors also agree that the United States, upon acceptance of this option, shall have the further right, upon written notice from the Regional Forester to the vendor, but not otherwise, to use, occupy, and administer, for National Forest System purposes, any or all of the land herein described without charge, but only to the extent such activities would be allowed by the terms of the conservation easement which is to be conveyed pursuant to this instrument.

(5) Description of land:

Being a portion of a certain tract of land situated in the Town of Benton, County of Grafton, State of New Hampshire conveyed to Trustees of Dartmouth College by the following deeds: Karl D. Scates, Receiver of Parker Young Co. dated 12/27/33 recorded in Book 642 Page 508; Edward K. Woodworth et al dated 11/7/33 recorded in Book 646 Page 477; and Franconia Paper Corp. dated 9/9/65 recorded in Book 1025 Page 112, Grafton County Registry of Deeds. Said easement area is more particularly described as follows:

A strip of land situated along the northerly boundary of Dartmouth College land in the Town of Benton, County of Grafton, State of New Hampshire.

Beginning at point which is Corner 20 of U.S. Tract 56 (E. Bertram Pike); thence N 89° 25' E to a point 1000 feet distant from the U.S.A.-Dartmouth College property line; thence parallel with said U.S.A.-Dartmouth College line in a general north and northeasterly direction on lands of Dartmouth College to a point 1000 feet distant from Corner 71 of U. S. Tract 29a (International Paper Company); thence parallel with a straight line connecting Corners 71 and 70 of U. S. Tract 29a to a point 1000 feet distant from Corner 70 of U. S. Tract 29a; thence parallel with said U.S.A.-Dartmouth College property line a distance of 1000 feet on lands of Dartmouth College to the intersection of the Benton-Woodstock townline; thence northeasterly along the Benton-Woodstock townline to Corner 61 of U. S. Tract 29a; thence northwesterly and southwesterly along said boundary of U.S.A.-Dartmouth College property line to the point of beginning, being 369 acres more or less.

The title to said conservation easement, satisfactory to the Attorney General or the Office of the General Counsel, to be conveyed free and clear, except as follows:

Rights of Parker Young Company to enter and construct roads as reserved by it in deed dated 12/27/33 recorded in Book 642 Page 508.

Right of Franconia Paper Corporation, its successor and assigns to use existing roads for removal of timber as reserved in its deed dated 12/9/65 recorded in Book 1025 Page 112.

6) It is agreed by the parties hereto that this Land Purchase Option and Contract is made expressly subject to the terms, conditions, and limitations of the "Environmental Quality of Property" provisions which are attached hereto and made a part hereof as Exhibit A.

(7) The vendors further agree not to do, or suffer others to do, any act by which the value or title to said interests in lands may be diminished or encumbered. It is further agreed that any loss or damage to the property occurring prior to the vesting of satisfactory title in the United States of America by reason of the unauthorized cutting or removal of products or the removal of minerals or other natural resources therefrom, or because of fire or acts of God, shall be borne by the vendors; and that, in the event any such loss or damage occurs, the United States may refuse, without liability, to accept conveyance of said interests in land, or it may elect to accept conveyance upon an equitable adjustment of the purchase price.

(8) It is agreed that, if the vendors cannot convey satisfactory title to the interests in land herein described, or if the vendors do not promptly convey said interests in land to the United States when requested to do so by authorized representative of the Secretary, the interests in land may be acquired by judicial proceedings, and, if so acquired, payment at the rate hereinbefore set forth for so much of the acreage as is found to be vested in the vendors, will be accepted as full settlement for all damages caused to said vendors by reason of the taking of said interests in lands. The vendors also agree that this instrument may be introduced in such proceedings as the stipulation of the parties hereto with regard to all matters contained herein.

(9) It is agreed that an abstract, certificate of title, or other evidence of title satisfactory to the Attorney General of the United States will be furnished by the United States at its expense.

(10) The acreage of the land herein described is to be ascertained by a survey to be made by and at the expense of the United States, and according to the horizontal measurements made by the United States in the survey of public lands, or by recourse to the records of the Bureau of Land Management, or by both; or by the utilization of such other survey as may be acceptable to the vendors and to the United States.

(11) It is agreed that, if the vendors fail to do so, the United States may pay any taxes which are a lien against the land and, upon request of the vendors, may satisfy any other encumbrances. The amounts thus expended shall be deducted from the purchase price of the land.

(12) It is agreed that no Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, shall be admitted to any share of part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such corporation or company (sec. 3741, Rev. Stat., and secs. 114-116, Act of Mar. 4, 1909).

(13) In consideration of the foregoing, the Secretary for and in behalf of the United States of America, agrees to acquire the interests in land herein described, at the price hereinabove set forth, and in accordance with the terms of this instrument, and further agrees that, after the approval of the title by the Attorney General or the Office of the General Counsel, as vested in the United States, and the presentation of the necessary Government voucher or vouchers therefor, to cause to be paid to the vendors the purchase price in accordance with the terms of this agreement.

(14) All terms and conditions with respect to this offer are expressly contained herein and the vendors agree that no representative or agent of the United States has made any representations or promise with respect to this offer not expressly contained herein.

IN WITNESS WHEREOF, the vendors have executed this purchase option and contract on this 28th day of September, 1993

In the presence of:

TRUSTEES OF DARTMOUTH COLLEGE


Witness

By 

Title Director of Real Estate

(CORPORATE SEAL)

Attest:

The offer of the vendors as contained in this option is hereby accepted for and on behalf of the United States of America.

SECRETARY OF AGRICULTURE

By: _____
RICK D. CABLES, Forest Supervisor

Date: _____

NATIONAL TRAILS SYSTEM ACT

TRAIL SYSTEM AND CONSERVATION RESTRICTION

THIS EASEMENT DEED, dated this _____ day of _____, 19____, between TRUSTEES OF DARTMOUTH COLLEGE acting for and in behalf of DARTMOUTH COLLEGE, a New Hampshire Corporation, of HANOVER, NEW HAMPSHIRE 03755, hereinafter called "GRANTOR", and the UNITED STATES OF AMERICA, Washington, D.C., hereinafter called "GRANTEE".

WITNESSETH:

WHEREAS, The GRANTOR is the owner of a certain tract or parcel of land situated in the Town of Benton, Grafton County, State of New Hampshire; and,

WHEREAS, The "National Trails System Act, "P.L. 90-543, 82 Stat. 919, as amended, authorizes the heads of Federal agencies to acquire lands or interests in lands within the exterior boundaries of areas under their administration that are included in the right-of-way selected for a national recreation or scenic trail; and,

WHEREAS, A portion of above-mentioned land of the GRANTOR, is included in the right-of-way which has been selected for the Appalachian Trail, which is a national scenic trail, and it also lies within the exterior boundaries of the White Mountain National Forest, as administered by the Forest Service, United States Department of Agriculture; and,

WHEREAS, it is the intention of the GRANTOR to convey interests in land in the form of a trail easement and conservation restriction to the United States of America, pursuant to the provisions of Section 7 (d) of P.L. 90-543, as amended, all requisites of said Act having been met.

NOW, THEREFORE, In consideration of SIXTY THOUSAND DOLLARS, (\$60,000.00), the receipt of which is hereby acknowledged, and pursuant to the provisions of the National Trails System Act, as amended, the GRANTOR does hereby grant to the United States of America and its assigns, forever, a perpetual easement for a trail, known as the Appalachian Trail, as well as a conservation restriction, over and located upon the applicable portions of the following described land:

All of that land described in exhibit A which is attached hereto and made a part hereof.

The trail easement is in conformity with and located upon the ground according to the survey line, figures, measurements, widths and other references shown on the plat hereto attached and made a part hereof. The area subject to the conservation restriction is also depicted upon the attached plat.

The acquiring agency is the Forest Service, United States Department of Agriculture.

GRANTOR does hereby covenant and agree for itself, its successors, and assigns, that it, as well as their employees, agents or independent contractors, shall use and that the GRANTEE, and its assigns, may use the trail easement and the area subject to the conservation restriction in accordance with the following provisions. With respect to the meaning of the following provisions, the restrictions and obligations placed upon the "GRANTOR" shall apply in the same way to their heirs, and assigns, as well as the employees, agents, or independent contractors of the GRANTOR, their heirs and assigns. Similarly, the rights of the "GRANTEE" shall apply in the same way to the GRANTEE'S assigns.

USE BY GRANTEE:

The GRANTEE may:

A. Reconstruct, operate, use, and maintain the Appalachian Trail within the trail easement boundary.

B. Cut and clear timber and other vegetation for the purpose of reconstructing and maintaining the Appalachian Trail.

C. Authorize and administer public use of the trail easement as a pedestrian footpath in accordance with the provisions and intent of the National Trails System Act, as amended, and the rules and regulations of the Secretary of Agriculture, which have been or may be issued or adopted pursuant thereto.

D. Use motorized vehicles on the trail easement for emergency purposes only. Use of motorized for any other purpose shall require Grantor's approval.

RESTRICTIONS ON USE BY GRANTOR:

A. No timber shall be cut by the GRANTOR within the trail easement or area subject to the conservation restriction, except that the GRANTOR may:

1. Cut timber for non-commercial purposes. Such purposes are:

a. The enhancement of wildlife habitats;

b. The protection of soil and water;

c. The control of insects and disease; and

d. The establishment of an approved scenic vista. For the purposes of this provision, "approved scenic vista" means a scenic vista proposed for establishment by the GRANTOR which has been approved, in writing, by an authorized Forest Service employee.

2. Cut dead, dying or down trees within the easement area for domestic uses, such as firewood, and for other uses that are confined exclusively to the GRANTOR'S property.

B. The GRANTOR shall not construct, erect, or move upon the trail easement or the area subject to the conservation restriction any building, structure, or improvement of any kind except as otherwise provided in paragraph D (below) of this section.

C. The GRANTOR shall not use motorized vehicles upon the trail easement or within the area subject to the conservation restriction, except when such use is necessary to carry out activities allowed by Paragraph A of this section or in the case of an emergency, such as to prevent or mitigate personal injury or property damage.

D. The GRANTOR shall not construct, erect or place upon the trail easement or within the area subject to the conservation restriction any sign, billboard, outdoor advertising structure, or advertising or informational apparatus of any kind, except that necessary trail and safety informational signs may be so placed on the trail easement and on the area subject to the conservation restriction. Also, the GRANTOR shall have the right to place boundary or other signs indicating the location of private property on the area subject to the conservation restriction.

E. The GRANTOR shall not store, dispose of, release, or place upon the trail easement or the area subject to the conservation restriction any liquid, solid or hazardous waste, trash, garbage, sewage, sawdust, ashes, any discarded object or material, or anything that is unsightly or offensive.

F. The GRANTOR shall not cause the disturbance of the land surface or change, in any way, the topography of the land located within the trail easement and the area subject to the conservation restriction.

G. The GRANTOR may prohibit use by the public of the area subject to the conservation restriction and may erect signs indicating such a prohibition, provided the GRANTOR complies with the procedures set forth in Paragraph D of this section. Notwithstanding this provision, the GRANTOR shall not restrict in any way the public's use of the trail easement as a pedestrian footpath in accordance with the provisions and intent of the National Trails System Act as amended and the Rules and Regulations of the Secretary of Agriculture which have been or may be issued or adopted pursuant thereto.

The trail easement, conservation restriction and provisions associated therewith are granted for the benefit of the GRANTEE, and its land, and it is the intention of the parties to this instrument that the rights granted herein be considered appurtenant to the GRANTEE'S land.

If the Regional Forester determines that the trail easement or any segment thereof is no longer needed, the easement traversed thereby shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to the GRANTOR or its successors or assigns in interest.

IN WITNESS WHEREOF, Trustees of Dartmouth College have hereunto subscribed their names on the day and year first written above.

TRUSTEES OF DARTMOUTH COLLEGE

BY: _____
PAUL S. OLSEN

(Seal of Dartmouth College)

ATTEST:

By: _____

Title: _____

STATE OF NEW HAMPSHIRE

SS

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1993 by _____, for Trustees of Dartmouth College.

(SEAL)

Notary Public

My commission expires on _____